

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

RONALD YOUNG,

Plaintiff,

vs.

UNITED RENTALS (NORTH
AMERICA), INC., a Delaware
Corporation,

Defendant.

No: _____

2011L003692
CALENDAR ROOM 5
TIME 00:00
Premises Liability

COMPLAINT AT LAW

NOW COMES Plaintiff, RONALD YOUNG, by his attorneys, THE ANKIN LAW
OFFICE LLC, and complaining of Defendant, UNITED RENTALS (NORTH AMERICA),
INC., a Delaware corporation (hereinafter referred to as "UNITED RENTALS"), states as
follows:

1. On and prior to June 1, 2010, UNITED RENTALS (NORTH AMERICA),
INC., was a Delaware corporation, in good standing with the Illinois Secretary of State.
2. On and prior to June 1, 2010, Plaintiff, RONALD YOUNG, was a resident of the
City of Hammond, County of Lake, State of Indiana.
3. On or about June 1, 2010, and for a long time prior thereto, Defendant, UNITED
RENTALS, owned, provided, leased and/or maintained or had a duty to own, provide, lease,
maintain, both individually and by and/or through its agents, servants and/or employees, a
certain mechanical boom lift vehicle.
4. On or about June 1, 2010, and for a long time prior thereto, Defendant, UNITED
RENTALS, owned, provided, leased and/or maintained or had a duty to own, provide, lease,
maintain, both individually and by and/or through its agents, servants and/or employees, a

EXHIBIT A

certain mechanical boom lift vehicle including any components thereof to Metropolitan Pier and Exposition Authority.

5. At the aforesaid time and place, Plaintiff, RONALD YOUNG, was acting in the course and scope of his employment with Metropolitan Pier and Exposition Authority.

6. At the aforesaid time and place, Defendant, UNITED RENTALS, by and through its agents, servants and/or employees, provided and/or allowed the aforementioned mechanical boom lift vehicle to be leased to customers, used, placed into service/operation and put into the stream of commerce in a dangerous, broken, and/or improper condition and/or allowed or authorized the lease and/or use of said mechanical boom lift vehicle despite of said poor and dangerous condition and as a result Plaintiff, RONALD YOUNG, was injured.

7. At the aforesaid time and place, Defendant, UNITED RENTALS, as the owner, lessor, provider and/or maintainer of the aforementioned mechanical boom lift vehicle, either individually or by and through its agents, servants and/or employees acted with less than reasonable care and was then and there guilty of one or more of the following careless and negligent acts and/or omissions:

- a. Improperly operated, managed, maintained, provided and controlled said mechanical boom lift vehicle while in a dangerous and poor condition;
- b. Failed to warn Plaintiff and other persons lawfully using said aforementioned mechanical boom lift vehicle and components thereof of the dangerous condition when Defendants knew or should have known in the exercise of ordinary care that said warning was necessary to prevent injury to Plaintiff.
- c. Failed to make a reasonable inspection of the aforementioned mechanical boom lift vehicle and components when it knew or in the exercise of ordinary care should have known that said inspection was necessary to prevent injury to Plaintiff and others lawfully coming into contact and/or using and/or moving said equipment.

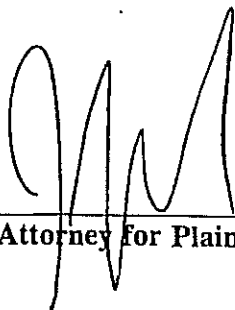
- d. Allowed, leased, maintained and/or owned the mechanical boom lift vehicle including said components in a dangerous and/or poor condition, making the equipment unfit for use and/or transport for an unreasonable length of time.
- e. Failed to maintain, replace, repair, rectify, correct and/or modify the mechanical boom lift vehicle including its components such that a hazard would not be present;
- f. Was otherwise careless and negligent.

8. As a direct and proximate result of one or more of the aforesaid careless and negligent acts and/or omissions of Defendant, UNITED RENTALS, Plaintiff, RONALD YOUNG, sustained severe and permanent injuries, both internally and externally, and was and will be hindered and prevented from attending to his usual duties and affairs of life, and has lost and will in the future lose value of that time as aforementioned.

9. As a direct and proximate result of the aforesaid careless and negligent acts, Plaintiff then and there suffered great pain and anguish, both in mind and body and will in the future continue to suffer. Plaintiff further expended and will expend and become liable for large sums of money for medical care and services endeavoring to become healed and cured of said injuries.

WHEREFORE, Plaintiff, RONALD YOUNG, prays for judgment against Defendant, UNITED RENTALS (NORTH AMERICA), INC., a Delaware corporation in such an amount in excess of this Court's jurisdictional requisite, costs of this suit, and any further relief that this court finds fair and just.

Attorney #35193
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312.346.8780



Attorney for Plaintiff

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RULE 222(B) AFFIDAVIT

I, Jon M. Topolewski, being first duly sworn on oath, depose and state that the amount of damages sought in the above-captioned cause of action exceeds \$50,000.00 for Plaintiff.

By:

Attorney for Plaintiff

SUBSCRIBED AND SWORN to before
me this ____ day of _____, 2010.

NOTARY PUBLIC.

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